

# Electronically Recorded

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Suzanne Henderson

**AMENDMENT AND RATIFICATION  
OF  
OIL & GAS LEASE**

This Amendment and Ratification of Oil & Gas Lease ("Amendment and Ratification") is entered into between:

"Lessor" (whether one or more): **LWD Holdings I, Ltd.**, with an address of 408 Hood Court, Coppell, Texas 75019.

and

"Lessee": **Aspect Abundant Shale LP**, with an address of 1775 Sherman Street, Suite 2400, Denver, CO 80203.

*Recitals:*

- a. Lessor and Lessee previously entered into a certain *Oil & Gas Lease* dated October 20, 2008, a Memorandum of which is recorded as instrument no. D208462334, Real Property Records ("RPR") of Tarrant County, Texas, covering the Lessor's interest in 452.4 acres, more or less, as therein described (the "Land"), reference to which is made for all purposes (the "Lease").
- b. Section 6d. of the Lease provides for the determination of a "Retained Tract" for each well producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties at the conclusion of continuous development, as therein defined.
- c. Section 7 of the Lease grants Lessee the right, power and option to pool and combine the Land or any portion thereof with any other land, lease or leases; *provided, however*, any such pooling shall be into a unit or units not exceeding by more than ten percent (i) forty (40) acres each for the exploration, development and production of oil; and (ii) three hundred twenty (320) acres each for the exploration, development and production of gas, including condensate.
- d. Lessor and Lessee desire to amend the Lease to conform the unit sizes which may be formed pursuant to the pooling authority in Section 7 of the Lease to the size of a Retained Tract determined in accordance with Section 6d. of the Lease

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lessor and Lessee agree as follows:

1. Section 7 of the Lease, titled *Pooling*, is hereby amended to read in its entirety as follows:

“[7]. **Pooling.** Lessee shall have the right to pool the Land with contiguous acreage to form a pooled unit for the production of oil and gas or either of them. The acreage in a pooled unit may not exceed the amount of acreage contained in a Retained Tract determined in accordance with Section 6d. above. The unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths below the base of the deepest producing formation and other provisions relating to Retained Tracts shall apply. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. Any unit formed may not be amended without the written consent of Lessor. No part of the Land may be included in a pooled unit unless all of the Land that is not then included in a Retained Tract for producing well is included in the unit.”

2. Except as expressly amended hereby, the provisions of the Lease shall remain in full force and effect, and Lessor hereby ratifies, confirms and adopts the Lease and all of the terms and provisions contained in the Lease, as hereby amended, to the same extent as if Lessor had executed, acknowledged and delivered the Lease to Lessee. For the same consideration, Lessor hereby grants, leases and lets the Land to Lessee subject to and in accordance with the terms, conditions and provisions contained in the Lease, as hereby amended, and does further agree and acknowledge that the Lease is in full force and effect as to the entirety of the Land according to its terms, as hereby amended.

3. This Amendment and Ratification may be executed in any number of counterparts, each of which shall be considered an original counterpart, regardless of whether such counterpart is executed subsequent to the Effective Date or recorded in the RPR of any county in which the Land is located. This document, and each counterpart, shall be binding upon each party who executes the same, without regard to whether any other party executes this document.

4. This Amendment and Ratification is binding upon the Lessor and the Lessee, and their respective heirs, successors and assigns.

Executed to be effective as of October 20, 2008 (“Effective Date”).

*[Signature Pages Follow]*

**Signature Page – Lessor**

**Lessor:**

LWD Holdings I, Ltd

By Its General Partner, LWD Holdings, Inc.

[Signature]  
[Individual Name]

G. Wayne Dennis  
G. Wayne Dennis, President

**Acknowledgment**

**STATE OF TEXAS**

This instrument was acknowledged before me on 24 December 2008, by G. Wayne Dennis, President of LWD Holdings, Inc., General Partner of LWD Holdings I, Ltd., a limited partnership, on its behalf.

Ryan Haddeman

Notary Public, State of Texas

